

BEFORE THE STATE AUDITOR AND COMMISSIONER OF INSURANCE  
STATE OF MONTANA

IN THE MATTER OF THE PROPOSED	)	Case No. 2003-6
DISCIPLINARY TREATMENT OF	)	
UNITED SERVICE ASSOCIATION	)	<u>CONSENT AGREEMENT</u>
FOR HEALTH CARE, INC.,	)	<u>AND FINAL ORDER</u>
Respondent.	)	

The State Auditor and Commissioner of Insurance of the state of Montana  
(Commissioner), pursuant to the authority of the Montana Insurance Code, Mont. Code Ann. §  
33-1-101, *et seq.*, hereby makes the following fact assertions and conclusions of law which  
justify and support disciplinary treatment:

**FACT ASSERTIONS**

1. Respondent United Service Association for Health Care, Inc. (hereafter, USA+) is a nonprofit corporation with its principal office located at 1901 N. Highway 360, Grand Prairie, Texas 75050.

2. USA+ sells membership packages to individuals and their families. USA+ charges an initial fee and monthly membership fees based on the number of family member participants and the membership level selected. There are several membership levels which provide specified benefits and products.

3. In 2003 and 2004, USA+ memberships included the following insurance products regulated by the Commissioner and Insurance Department (Department): (a) group dental insurance through Ameritas Life Insurance Company; (b) group vision insurance through Ameritas Life Insurance Company; (c) group air ambulance insurance through National Health Insurance Company; (d) group accidental death and dismemberment insurance through AIG Life Insurance Company; (e) group medical accident insurance through Pan-American Life Insurance Company; and (f) group prepaid legal insurance through Consolidated Legal Concepts, Inc.

1 (CLC).

2 4. The USA+ memberships also include a group motor club service product through  
3 United States Auto Club, Motoring Division, Inc. which is regulated by the Commissioner and  
4 Insurance Department.

5 5. Subsequently, USA+ added the following insurance products, regulated by the  
6 Commissioner and Department, to its memberships: (a) additional group vision insurance  
7 through EyeMed Vision Care Plan (EyeMed); (b) group identity theft insurance through CLC; (c)  
8 group automobile insurance deductible coverage/reimbursement through Virginia Surety  
9 Company, Inc.; and (d) group homeowner insurance deductible coverage/reimbursement and  
10 other related insurance through Virginia Surety Company, Inc. With regard to these insurance  
11 products provided by Virginia Surety Company, Inc., CynoSure Financial, Inc. is acting as a third  
12 party administrator. The foregoing insurance products purportedly were not solicited, sold, or  
13 provided to Montana members of USA+.

14 6. Since 2003, all USA+ membership levels purport to grant a discount or access to a  
15 discount in medical care-related purchases, including medical services and pharmaceutical  
16 products.

17 7. The Montana Medical Care Discount Card and Pharmacy Discount Card Act,  
18 Mont. Code Ann. § 33-38-101, *et seq.*, regulating medical care and pharmacy care discount cards  
19 and administered by the Commissioner and Department, became effective October 1, 2005.

20 8. The following medical care and pharmacy discount products included with USA+  
21 membership benefits/products are regulated by the Commissioner and Department: (a) pharmacy  
22 discount through PharmaCare; (b) mail order pharmacy discount through Express Pharmacy  
23 Services; (c) dental services discount through Careington Dental Access; (d) optometry services  
24 and corrective lens discount through EyeMed Vision Care Plan; (e) alternative medicine services  
25 discount through American WholeHealth Network; (f) diabetes supplies discount through Liberty  
26 Medical Savings; (g) hearing exam and hearing aid discount through HearPO; (h) medical lab  
27 work discount through BIOSAFE Laboratories; (i) medical care discount through Galaxy Health  
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1 Network; and (j) medical lab work discount through LabOne.

2 9. USA+ does not hold a certificate of registration as a medical care discount card  
3 supplier from the Commissioner and Department.

4 10. Since January 1, 2003, USA+ contracted with business entities which then  
5 contracted with individuals to sell USA+ memberships to Montanans. These business entities  
6 were not licensed as business entity insurance producers or registered as medical care discount  
7 card enrollers in Montana. Further, of the 91 individuals who were soliciting and/or selling  
8 USA+ memberships to Montanans, only 4 individuals were licensed as insurance producers and  
9 none were registered as medical care discount card enrollers.

10 11. Since January 1, 2003, USA+ has sold 154 memberships in Montana of which  
11 approximately 16 memberships are still active.

12 12. The following insurers issuing group policies to USA+ and its members hold  
13 certificates of authority issued by the Commissioner to transact insurance in Montana: Ameritas  
14 Life Insurance Company, National Health Insurance Company, AIG Life Insurance Company,  
15 Pan-American Life Insurance Company, and Virginia Surety Company, Inc.

16 13. CLC (Consolidated Legal Concepts, Inc.) has not been issued a certificate of  
17 authority by the Commissioner to transact insurance in Montana.

18 14. EyeMed has not been issued a certificate of authority by the Commissioner to  
19 transact insurance in Montana.

20 15. United States Auto Club, Motoring Division, Inc. has been issued a certificate of  
21 authority by the Commissioner to transact a motor service club in Montana.

22 16. Cynosure Financial, Inc. has not been issued a license by the Commissioner to act  
23 as a third party administrator in Montana.

24 17. Certificates of insurance issued to individual members have not been filed with  
25 and approved by the Commissioner and Department prior to issuing the following insurance  
26 coverages: (a) group prepaid legal insurance through Consolidated Legal Concepts, Inc. (CLC);  
27 and (b) group motor club service through United States Auto Club, Motoring Division, Inc.

18. With regard to the following insurance products, the certificates of insurance provided by USA+ to individual members are not in full compliance with Montana law: (a) group dental insurance through Ameritas Life Insurance Company; (b) group vision insurance through Ameritas Life Insurance Company; (c) group air ambulance insurance through National Health Insurance Company; and (d) group accidental death and dismemberment insurance through AIG Life Insurance Company. USA+ was not aware of the compliance problems with the certificates of insurance.

19. Certificates of insurance issued to individual members have not been filed with and approved by the Commissioner or Department for the following insurance coverages: (a) group vision insurance through EyeMed; (b) group identity theft insurance through CLC; (c) group automobile insurance deductible coverage/reimbursement through Virginia Surety Company, Inc.; and (d) group homeowner insurance deductible coverage/reimbursement and other related insurance benefits through Virginia Surety Company, Inc.

## CONCLUSIONS OF LAW

1. The State Auditor is the Commissioner of Insurance (Commissioner) pursuant to Mont. Code Ann. § 2-15-1903.

2. The Montana Insurance Department (Department) is under the control and supervision of the Commissioner pursuant to Mont. Code Ann. §§ 2-15-1902 and 33-1-301.

3. The Commissioner shall administer the Department to protect insurance consumers. Mont. Code Ann. § 33-1-311.

4. Pursuant to Mont. Code Ann. § 33-1-201(5), insurance is a contract whereby one undertakes to indemnify another or pay or provide a specified or determinable amount or benefit upon determinable contingencies.

5. An insurer includes every person or entity engaged as an indemnitor, surety, or contractor in the business of entering into contracts of insurance. Mont. Code Ann. § 33-1-201(6).

6. No person or entity shall act as an insurer or transact insurance without first

1 obtaining a certificate of authority from the Commissioner. Mont. Code Ann. § 33-2-101.

2 7. Pursuant to Mont. Code Ann. § 33-1-102, a person or entity may not transact a  
3 business of insurance in Montana or a business relative to a subject resident, located, or to be  
4 performed in Montana without complying with the applicable provisions of Montana law.

5 8. Pursuant to Mont. Code Ann. §§ 61-12-302 and 61-12-311, motor service clubs  
6 and their agents must be licensed by the Commissioner prior to operating in Montana.  
7 Additionally, the motor service club contract must be filed with and approved by the  
8 Commissioner prior to issuing the same in Montana. Mont. Code Ann. § 61-12-308.

9 9. The following USA+ membership benefits are insurance products regulated by the  
10 Commissioner and Department: (a) group dental insurance through Ameritas Life Insurance  
11 Company; (b) group vision insurance through Ameritas Life Insurance Company; (c) group air  
12 ambulance insurance through National Health Insurance Company; (d) group accidental death  
13 and dismemberment insurance through AIG Life Insurance Company; (e) group medical accident  
14 insurance through Pan-American Life Insurance Company; (f) group prepaid legal insurance  
15 through Consolidated Legal Concepts, Inc. (CLC); (g) additional group vision insurance through  
16 EyeMed Vision Care Plan (EyeMed); (h) group identity theft insurance through CLC; (i) group  
17 automobile insurance deductible coverage/reimbursement through Virginia Surety Company,  
18 Inc.; and (j) group homeowner insurance deductible coverage/reimbursement and other related  
19 insurance through Virginia Surety Company, Inc. Mont. Code Ann. §§ 33-1-201(5) and (6), 33-  
20 1-206, 33-1-207, 33-1-210, and 33-1-215.

21 10. The group motor club service through United States Auto Club Motoring Division  
22 provided by USA+ to its members is regulated by the Commissioner and Department. Mont.  
23 Code Ann. § 61-12-301, *et seq.*

24 11. Any person or entity acting as a medical care discount card supplier after October  
25 1, 2005, must apply to the Commissioner for a certificate of registration as a medical care  
26 discount card supplier and provide a list of its authorized enrollers. Mont. Code Ann. § 33-38-  
27 105. Further, no person or entity may market, promote, sell, or distribute a medical care discount  
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1 card without first obtaining a certificate of registration from the Commissioner. Mont. Code  
2 Ann. § 33-38-105.

3 12. By failing to apply for a certificate of registration as medical care discount care  
4 supplier and to provide a list of its authorized enrollers, USA+ is in violation of Mont. Code  
5 Ann. § 33-38-105(8).

6 13. By acting as a medical care discount card supplier without a certificate of  
7 registration, USA+ is in violation of Mont. Code Ann. § 33-38-105(1).

8 14. By providing prepaid legal insurance products of Consolidated Legal Concepts,  
9 Inc. in its membership benefits, USA+ is representing and aiding an unauthorized insurer in  
10 violation of Mont. Code Ann. § 33-2-104.

11 15. By providing the identify theft insurance products of Consolidated Legal  
12 Concepts, Inc. in its membership benefits, USA+ is representing and aiding an unauthorized  
13 insurer in violation of Mont. Code Ann. § 33-2-104.

14 16. By providing an unapproved motor service club product of United States Auto  
15 Club Motoring Division in its membership benefits, USA+ is in violation of Mont. Code Ann. §§  
16 61-12-302, 61-12-308, 61-12-311, and 33-1-102.

17 17. With regard to group insurance policies, individual certificates of insurance are to  
18 be filed with and approved by the Commissioner prior to issuing coverage. Mont. Code Ann. §  
19 33-1-501.

20 18. USA+ is in violation of Mont. Code Ann. §§ 33-1-501 and 33-1-102 by failing to  
21 provide approved individual certificates to its members for the following: (a) group prepaid legal  
22 insurance through Consolidated Legal Concepts, Inc. (CLC); and (b) group motor club service  
23 through United States Auto Club, Motoring Division, Inc.

24 19. The individual certificates were provided by USA+ to its members for the  
25 following were not in full compliance with Montana law: (a) group dental insurance through  
26 Ameritas Life Insurance Company; (b) group vision insurance through Ameritas Life Insurance  
27 Company; (c) group air ambulance insurance through National Health Insurance Company; and  
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1 (d) group accidental death and dismemberment insurance through AIG Life Insurance Company.  
2 Mont. Code Ann. §§ 33-1-501 and 33-1-102.

3 20. Although purportedly not provided to Montana members of USA+, individual  
4 certificates of insurance for the following insurance products have not been filed with and  
5 approved by the Commissioner and Department: (a) group vision insurance through EyeMed; (b)  
6 group identity theft insurance through CLC; (c) group automobile insurance deductible  
7 coverage/reimbursement through Virginia Surety Company, Inc.; and (d) group homeowner  
8 insurance deductible coverage/reimbursement and other related insurance benefits through  
9 Virginia Surety Company, Inc. Mont. Code Ann. §§ 33-1-501 and 33-1-102.

10 21. Pursuant to Mont. Code Ann. § 33-17-201, an insurance producer license must be  
11 obtained from the Commissioner prior to acting as an insurance producer for subjects of  
12 insurance located, residing, or to be performed in Montana.

13 22. Insurance producers may not represent an insurer unless properly appointed with  
14 that insurer. Mont. Code Ann. § 33-17-236(1).

15 23. Insurers shall file with the Commissioner and Department a notice of appointment  
16 for insurance producers which also specifies the kinds of insurance to be transacted by the  
17 insurance producer for the insurer. Mont. Code Ann. §§ 33-17-231(1) and 33-17-236(2).

18 24. Pursuant to Mont. Code Ann. § 61-12-302, motor service club agents must be  
19 licensed by the Commissioner prior to acting as such agents.

20 25. Pursuant to Mont. Code Ann. § 33-38-105, a medical care discount card supplier  
21 must file a list of its authorized enrollers with the Department with its application for  
22 registration.

23 26. By engaging business entities and individuals that were not licensed nor appointed  
24 as business entity insurance producers and were not registered as motor service club agents or  
25 medical care discount card enrollers to solicit and sell its memberships, USA+ is in violation of  
26 Mont. Code Ann. §§ 33-1-102, 33-17-201, 33-17-236, 33-38-105 and 61-12-302.

27 27. Pursuant to Mont. Code Ann. §§ 33-1-317 and 33-38-105, the Commissioner may  
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1 impose an administrative fine of up to \$25,000.00 per each violation. Under Mont. Code Ann. §  
2 33-38-105 pertaining to medical care discount card suppliers, each day of violation is considered  
3 to be a separate violation.

#### 4 AGREEMENT

5 The Department and Respondent USA+ hereby stipulate and agree to the following:

6 1. The Commissioner and Department have jurisdiction over the subject matter of  
7 the above-entitled proceeding.

8 2. Respondent acknowledges that it was advised of the right to be represented by  
9 legal counsel and if represented by legal counsel, that such legal representation was satisfactory.

10 3. Respondent acknowledges that its authorized representative signing this Consent  
11 Agreement and Final Order has read and understands each term of this Consent Agreement and  
12 Final Order. Respondent acknowledges that it enters into this Consent Agreement voluntarily,  
13 and without reservation. Respondent acknowledges that its authorized representative signing this  
14 Consent Agreement is not under the influence of alcohol or drugs (prescription or otherwise) and  
15 that he or she does not suffer from any emotional disturbance or mental disease or defect that  
16 would render him or her not competent to sign this Consent Agreement. Respondent further  
17 acknowledges that this Consent Agreement constitutes the entire agreement between the parties  
18 and that no other promises or agreements, either express or implied, have been made by the  
19 Department or by any member, officer, agent or representative of the Department to induce  
20 Respondent to enter into this Consent Agreement.

21 4. The Department contends as set forth in the preceding Fact Assertions and  
22 Conclusions of Law and Respondent USA+ admits the same. The Department and Respondent  
23 USA+ have elected to resolve these matters as follows:

24 (a) Respondent USA+ will cease offering and providing all medical care and  
25 pharmacy discount programs/products which are regulated by the Commissioner and Department  
26 including, but not limited to: pharmacy discount through EHS prescriptions services or  
27 PharmaCare; mail order pharmacy discount through Express Pharmacy Services; dental services



1 discount through Careington Dental Access; optometry services and corrective lens discount  
2 through EyeMed Vision Care Plan or LensCrafters; alternative medicine services discount  
3 through American WholeHealth Network; diabetes supplies discount through Liberty Medical  
4 Savings; hearing exam and hearing aid discount through HearPO; medical lab work discount  
5 through BIOSAFE Laboratories or LabOne; and medical care discount through Galaxy Health  
6 Network or PPONext Network. Respondent USA+ will send a written notice to its Montana  
7 members providing that these benefits/products will terminate 30 days from the date of the notice  
8 and offering the opportunity to cancel membership in USA+. Within 14 days following the  
9 signing of this Agreement, Respondent will provide a draft of the written notice for Department  
10 review and approval prior to issuing the same. Within 30 days following Department approval of  
11 the draft notice, Respondent will send the approved notice to its Montana members. Respondent  
12 will provide a complete mailing list to the Department of the Montana consumers receiving the  
13 notice;

14 (b) Respondent USA+ will cease offering and providing the motor service club  
15 product through United States Auto Club, Motoring Division, Inc. (hereafter, USAC/MD).  
16 Respondent USA+ may offer and provide a motor service club product through Brickell  
17 Financial Services Motor Club, Inc., dba Road America Motor Club, (hereafter, Road America)  
18 to its current members and future members for so long as Road America remains in compliance  
19 with Montana law, including but not limited to, using a motor service club contract that has been  
20 filed with and approved by the Commissioner and Department and using agents licensed by the  
21 Commissioner and Department. Respondent USA+ will send a written notice to its Montana  
22 members regarding the termination of the motor service club product through USAC/MD and  
23 providing that this benefit will terminate 30 days from the date of the notice and offering the  
24 opportunity to cancel membership in USA+. Within 14 days following the signing of this  
25 Agreement, Respondent will provide a draft of the written notice for Department review and  
26 approval prior to issuing the same. Within 30 days following Department approval of the draft  
27 notice, Respondent will send the approved notice to its Montana members. Respondent will  
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1 provide a complete mailing list to the Department of the Montana consumers receiving the  
2 notice;

3 (c) Respondent USA+ will cease offering and providing the prepaid legal  
4 insurance product through CLC, Inc. Respondent USA+ will send a written notice to its  
5 Montana members providing that this benefit will terminate 30 days from the date of the notice  
6 and offering the opportunity to cancel membership in USA+. Within 14 days following the  
7 signing of this Agreement, Respondent will provide a draft of the written notice for Department  
8 review and approval prior to issuing the same. Within 30 days following Department approval of  
9 the draft notice, Respondent will send the approved notice to its Montana members. Respondent  
10 will provide a complete mailing list to the Department of the Montana consumers receiving the  
11 notice;

12 (d) Respondent USA+ will cease offering and providing the following insurance  
13 products: group identity theft insurance through CLC; group vision insurance through EyeMed;  
14 group automobile insurance deductible coverage/reimbursement through Virginia Surety  
15 Company, Inc.; and group homeowner insurance deductible coverage/reimbursement and other  
16 related insurance benefits through Virginia Surety Company, Inc. These insurance products were  
17 purportedly not provided to Montana members so written cancellation notices are not necessary.

18 (e) The individual certificates were provided by Respondent USA+ to its  
19 members for the following were not in full compliance with Montana law: group dental  
20 insurance through Ameritas Life Insurance Company; group vision insurance through Ameritas  
21 Life Insurance Company; group air ambulance insurance through National Health Insurance  
22 Company; and group accidental death and dismemberment insurance through AIG Life Insurance  
23 Company. The Department will contact these insurers directly regarding the specific compliance  
24 issues, and:

25 (i) If an insurer does not bring its certificate into compliance within 60  
26 days following notification by the Department, the Department will notify Respondent USA+  
27 and USA+ will cease offering and providing the insurance product. Respondent USA+ will send  
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1 a written notice to its Montana members providing that the product will terminate 30 days from  
2 the date of the notice and offering the opportunity to cancel membership in USA+. Within 14  
3 days following the signing of this Agreement, Respondent will provide a draft of the written  
4 notice for Department review and approval prior to issuing the same. Within 30 days following  
5 Department approval of the draft notice, Respondent will send the approved notice to its  
6 Montana members. Respondent will provide a complete mailing list to the Department of the  
7 Montana consumers receiving the notice; or

8 (ii) If an insurer does bring its certificate of insurance into compliance in  
9 the allotted time, USA+ will send the revised, compliant certificate to its Montana members  
10 within 30 days following notification from the Department. USA+ will include a cover letter  
11 explaining that it is sending a new certificate of insurance which explains the coverage and  
12 replaces any previously issued certificate of insurance. Concurrently, Respondent will provide  
13 the Department with a copy of the letter and the complete mailing list of the Montana consumers  
14 receiving the letter and certificate;

15 (f) Respondent USA+ will clearly indicate in its Membership Handbook, on its  
16 Internet website, and on any other membership or solicitation materials which benefits/products  
17 are not available to Montana consumers;

18 (g) If Respondent USA+ wishes to solicit and sell memberships to Montana  
19 consumers that include insurance products, a motor service club product, a medical care discount  
20 card product, or any other product or service regulated by the Commissioner and Department,  
21 Respondent will first comply with Montana law and will verify that all other persons or entities  
22 involved in the solicitation and sale of the memberships and the provision of any products  
23 included in the memberships are in compliance with Montana law;

24 (h) For violations of Mont. Code Ann. §§ 33-1-102, 33-2-104, 33-1-501, 33-17-  
25 201, 33-17-236, 33-38-105, 61-12-302, and 61-12-311, the Department may impose a maximum  
26 fine of \$25,000.00 per each violation pursuant to Mont. Code Ann. § 33-1-317. For all violations  
27 set out in this Agreement, Respondent USA+ will pay an administrative fine of \$100,000.00,

1 with all but \$10,000.00 suspended, to the Department within 30 days following the signing of the  
2 Final Order in this matter. Respondent agrees to pay the remaining \$90,000.00 of the  
3 administrative fine if, within the 12 months following the signing of the Final Order, Respondent  
4 fails to comply with this Agreement and Final Order or fails to comply with the Montana  
5 Insurance Code or Title 61, Chapter 12, Part 300 (motor service clubs), Montana Code  
6 Annotated, or any administrative rules. The failure of Respondent to comply during this time  
7 period will be determined in a subsequent legal (administrative, civil and/or criminal) proceeding  
8 by the Commissioner, Department, and/or State of Montana which need not be concluded within  
9 12 months following the signing of the Final Order in this matter. The remaining \$90,000.00 of  
10 Respondent's administrative fine will be due within 30 days following the determination of  
11 Respondent's failure to comply;

12 (i) The Department and Respondent USA+ agree that this Consent Agreement  
13 and Final Order resolves the violations set out herein;

14 (j) The Department and Respondent USA+ agree that this Consent Agreement  
15 and Final Order will not preclude USA+ from becoming a registered medical care discount card  
16 supplier under the Montana Medical Care Discount Card and Pharmacy Discount Card Act,  
17 Mont. Code Ann. § 33-38-101, *et seq.*, provided that all requirements have been met;

18 (k) Respondent USA+ specifically and affirmatively waives a contested case  
19 hearing and all rights to appeal under the Montana Administrative Procedure Act, and elects to  
20 resolve this matter on the terms and conditions set forth herein;

21 (l) Respondent USA+ agrees that compliance with this Consent Agreement and  
22 Final Order shall be a final compromise and settlement of the matters set forth herein;

23 (m) Respondent USA+ fully and forever releases and discharges the  
24 Commissioner, Department, and all Department employees from any and all actions, claims,  
25 causes of action, demands, or expenses for damages or injuries, whether asserted or unasserted,  
26 known or unknown, foreseen or unforeseen, arising out of the factual allegations or conclusions  
27 in this Consent Agreement; and  
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(n) The Department and Respondent USA+ agree that this Consent Agreement shall be incorporated and made a part of the attached Final Order issued by the Commissioner herein.

5. Respondent further understands that, upon the signing of the Final Order by the Commissioner or his representative, this Consent Agreement and Final Order will be an order of the Commissioner and failure to comply with the same may constitute separate violations of the Montana Insurance Code, pursuant to Mont. Code Ann. § 33-1-318 and/or other applicable statutes or rules, and may result in subsequent legal action by the Department.

6. Respondent understands that this Consent Agreement is not effective until such time as the following Final Order is signed.

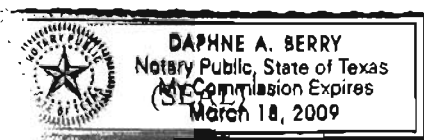
7. Respondent understands that this Consent Agreement and Final Order are public records under Montana law and as such may not sealed or otherwise withheld from the public.

ACCEPTED BY UNITED SERVICE ASSOCIATION FOR HEALTH CARE, INC. (USA+),  
RESPONDENT

By: [Signature]  
Printed Name: Mary Cranon  
Its: Executive Director

1/30/06  
Date

Subscribed and Sworn to before me this 30th day of January, 2006.



Daphne A Berry  
Printed Name: Daphne A Berry  
Notary Public for the State of Texas  
Residing at National Health Ins Co.  
My commission expires March 18, 2009

ACCEPTED ON BEHALF OF THE INSURANCE DEPARTMENT:

[Signature]  
Jennifer Massman, Staff Attorney

2-1-2006  
Date

1 **FINAL ORDER**

2 Pursuant to the authority vested by the Montana Insurance Code, Mont. Code Ann. § 33-  
3 1-101, *et seq.*, and the statutes governing motor service clubs, Mont. Code Ann. § 61-12-301, *et*  
4 *seq.*, and upon review of the forgoing Consent Agreement and good cause appearing therefor,

5 IT IS ORDERED that the foregoing Consent Agreement between the Insurance  
6 Department and United Service Association for Health Care, Inc. (USA+) is hereby adopted as if  
7 set forth fully herein.

8 DATED this 18<sup>th</sup> day of February, 2006.

9  
10 JOHN MORRISON  
11 State Auditor and Commissioner of Insurance

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13 By: Alicia Pichette  
14 Deputy Insurance Commissioner  
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CERTIFICATE OF SERVICE

I hereby certify that on the 2 day of FEBRUARY, 2006, I served a true and accurate copy of the foregoing Consent Agreement and Final Order upon the Respondent and Department, by mail, postage prepaid, or by hand-delivery at the following address:

Norman E. Taplin  
Taplin & Associates  
1555 West Palm Beach Lakes Blvd., Suite 1510  
West Palm Beach, FL 33401  
(Legal Counsel for Respondent)

Jennifer Massman  
Staff Attorney  
Insurance Department

Paula Sautter